



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ET

Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied to end the tenancy early.

The male Landlord stated that on, or about, October 14, 2016 the Application for Dispute Resolution, the Notice of Hearing, and 13 pages of evidence were stapled together and posted on the door of the Tenants' residence, which is a fifth wheel. The female Tenant stated that on, or about, October 16, 2016 she located the Application for Dispute Resolution, the Notice of Hearing, and 2 pages of evidence on the ground near the fifth wheel.

Although the 13 pages of evidence was served by the Landlords in accordance with section 89(2)(d) of the *Residential Tenancy Act (Act)*, I am not satisfied that the Tenants received all 13 pages of the evidence. This decision was based entirely on the female Tenants' testimony that she only received 2 pages of evidence. I find it entirely possible that the documents that were posted on the door fell off the door and that some of them were lost to the elements.

The Landlords were advised that the 11 pages of evidence the Tenants do not acknowledge receiving would not be accepted as evidence. They were given the option of:

- withdrawing the Application for Dispute Resolution;
- requesting an adjournment for the purposes of re-serving the evidence the Tenants do not acknowledge receiving; or
- proceeding with the hearing and requesting an adjournment during the hearing if they determined it was necessary for me to view any of the evidence the Tenants did not acknowledge receiving.

The male Landlord opted to proceed with the hearing with the understanding the Landlords could request an adjournment during the hearing if they determined it was necessary for me to view any of the evidence the Tenants did not acknowledge receiving. The hearing was concluded without a request for an adjournment.

Issue(s) to be Decided

Should this tenancy end early pursuant to section 56(1) of the *Act*?

Background and Evidence

During the hearing the Landlords and the Tenants agreed that:

- the male Landlord and the male Tenant verbally agreed that the Tenants could move their fifth wheel onto the residential property;
- the male Landlord and the male Tenant verbally agreed that both Tenants would live in the rental unit; and
- the male Landlord and the male Tenant verbally agreed the rent of \$1,450.00 per month would be paid to sue the site and an adjacent garage.

After considerable discussion regarding events that occurred during the tenancy the parties mutually agreed to settle this dispute under the following terms:

- the tenancy will end, by mutual consent, on November 25, 2016;
- the Landlords will not pursue any rent currently due, providing the Tenants fully vacate the site by November 25, 2016; and
- the Landlords will withdraw a second Application for Dispute Resolution that they have filed with the Residential Tenancy Branch, providing the Tenants fully vacate the site by November 25, 2016

Analysis

The parties have settled this dispute in accordance with the aforementioned terms.

Conclusion

On the basis of this settlement agreement I grant the Landlords an Order of Possession that is effective at 1:00 p.m. on November 25, 2016. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia and enforced as an Order of that Court. This settlement agreement is recorded and the Order of Possession is granted on the basis of the authority granted me pursuant to section 9(2) of the *Act*.

Dated: November 15, 2016

Residential Tenancy Branch